

**AGREEMENT**

**Between**

**BOROUGH OF BELMAR**  
**MONMOUTH COUNTY, NEW JERSEY**

**and**

**BELMAR SUPERVISORS ASSOCIATION**  
**of the Borough of Belmar**

**January 1, 1995 through December 31, 1997**

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PREAMBLE

THIS AGREEMENT made and entered into the day of January, 1996, by and between the BOROUGH OF BELMAR, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and the Belmar Supervisors Association (hereinafter referred to as the "Association"), represents the complete and final understanding of all bargaining issues between the Borough and the Association, and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Borough recognizes the Association as sole representative of the supervisors of the Borough of Belmar and for the purpose of administrative clarity and understanding said Association shall include the following positions:

Superintendent of Public Works, Ass't Superintendent of Public Works, Supervisor Sanitation, Supervisor Water/Sewer Department, Harbor Master, Recreation Director, Fire Official, Welfare Director, Municipal Court Administrator, Director of Code Enforcement, Neighborhood Preservation Program Coordinator, but excluding the Chief of Police, Borough Clerk and Business Administrator and all other employees of the Borough of Belmar.

## ARTICLE II

### SICK LEAVE

#### A. Definition

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employees' immediate family seriously ill requiring the care or attendance of such employee.

#### B. Service Credit for Sick Leave

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

#### C. Amount of Sick Leave

Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this agreement on the basis of:

1. The first year of service: one (1) working day of sick leave with pay for each month of service.

2. After completion of the first year of service: fifteen (15) days of sick leave with pay in every calendar year thereafter.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employees' credit from year to year to be used if and when needed for such purpose.

4. In computing the amount of pay for sick leave

there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability, for any period for which said employee is entitled to such leave with pay.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, the Borough Administrator or his/her designee shall be notified prior to the employees' starting time.

1. Failure to so notify the Borough Administrator or his/her designees may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or recurring nature causing an employees' periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

b. An employee who has been on sick leave for periods

totaling seven (7) non-verified days in any one (1) calendar year consisting of periods of less than three (3) days, may be required by the Borough Administrator to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees', except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physicians expenses or fees.

3. A doctors' certificate shall be required as verification of the illness of a member of the employees' immediate family seriously ill requiring attendance of such employee.

a. Immediate family for the purposes of the use of sick leave shall be the following: spouse, child, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law.

b. Pregnancy of spouse or childbirth shall not be

included as a person seriously ill, unless there are medical complications proved by a doctors' certificate.

4. Employees will be notified by April 15th of the amount of their accumulated sick leave credits, including partial reimbursement credits, at the end of the preceding calendar year.

F. For Death in the Family

Leave taken by reason of death in an employees' family shall be limited to the following relatives: spouse, child, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchildren, step-parents, step-children, from the day of death to and including the day of burial, and shall not be charged to sick leave. Employees shall be granted up to three (3) days of bereavement leave per incident.

G. Sick Leave Bonus

Employees' not using any sick leave shall receive two (2) additional vacation days in the next calendar year. These additional days shall be used in the year credited and shall not be cumulative.

### ARTICLE III

#### PARTIAL REIMBURSEMENT FOR UNUSED SICK LEAVE

A. As of December 31, 1977, total credits for unused sick leave shall be computed for each employee as follows:

1. Total number of sick days not used by employee from beginning of employment multiplied by the average daily earnings rate for the period beginning January 1, 1968 (or the actual day of permanent employment, if after January 1, 1968) and ending December 31, 1977.

a. The total number of sick days not used shall be determined by subtracting the actual number of sick days used from the beginning of employment to December 31, 1977 from the total number of sick days which an employee has earned for the same period. Days earned shall be computed at one day for each calendar month in the first year of employment and 15 days per year for each subsequent year.

b. The daily earnings rate in each year shall be determined by dividing the total base pay as reported each calendar year to the respective pension systems by 260. Total pay reported to the pension systems includes base pay plus longevity and educational increments which are paid biweekly in the same manner as base pay.

c. The average daily rate from January 1, 1968 (or the actual day of permanent employment if after January 1, 1968) and ending December 31, 1977 shall be determined by totaling the

daily rates calculated for each year pursuant to the above paragraph and dividing the number of years from January 1, 1968 (or from the actual date of employment) to December 31, 1977.

B. For each calendar year subsequent to December 31, 1977:

1. The difference between the number of sick days used and the number of sick days earned shall be added or subtracted from the total number of sick days calculated above.

2. The daily earnings rate for each year, as determined above, shall be added to the total of the wage rates for the prior year and the actual date of employment to December s of the year in order to establish a new average daily earnings rate.

3. If the number of sick days used in such calendar year exceeds fifteen, the difference shall be multiplied by the average earning rate computed as of December s of the prior year and then deducted from the total credit for unused sick leave as determined by Section A-1.

4. If the number of sick days used in such calendar year is less than fifteen, the difference shall be multiplied by the earnings rate of the current year and added to the total credit for unused sick leave.

5. For each subsequent year, the beginning total credits shall be the total as of December 31st. of the previous year as determined by subsequent B-3 preceding.

C. At the time of retirement or death of employee, the partial reimbursement for unused sick leave shall be paid to the

estate or individual at the rate of 50% of total credits from unused sick leave.

D. 1. The retiring employee shall notify, in writing, the Administrator, of his/her intention to retire no later than the 1st day of December of year preceding his/her contemplated retirement so that the Borough may arrange for said payments to be included in the budget for the year of contemplated retirement.

2. Failure to file said notice as indicated may cause said payment to be deferred by the Borough to the following year.

3. Retirement shall be such as is defined in the statutes of the State of New Jersey and the case law interpreting the same.

4. Any earned partial reimbursement for unused sick leave shall be paid to the deceased employees' estate in accordance with the formula previously set out in the within section.

E. The partial reimbursement for unused sick leave payment provisions of the within agreement shall not be the subject of any future agreements of the Borough of Belmar with its employees.

ARTICLE IV

HOLIDAYS

A. All employees covered by this Agreement shall receive a full days pay or compensatory time off (at the option of the employee) for each of the Thirteen (13) holidays. Said holidays are listed in N.J.S. 36:1-1 and 36:1-2 except General Election Day and the addition of the day after Thanksgiving.

January 1  
Martin Luther King Day  
February 12  
Presidents' Day  
Good Friday  
Memorial Day  
July 4  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Fourth Friday in November  
December 25th

B. Employees' shall discontinue work after working three (3) hours the day prior to Christmas Day.

C. If any holiday falls on a Saturday, the previous Friday shall be considered the holiday. If any holiday falls on a Sunday, the following Monday shall be considered the holiday.

ARTICLE V

VACATIONS

A. Employees shall earn annual leave for vacation purposes on a calendar year basis with pay in accordance with the following schedule.

1. Up to one (1) year of service - one (1) working day vacation for each month of service.

2. After one (1) year of service through six (6) years of service - twelve (12) working days of vacation.

3. At seven (7) years of service through eleven (11) years of service - fifteen (15) working days of vacation.

4. At twelve (12) years of service and through sixteen (16) years of service - twenty (20) working days of vacation.

5. At seventeen (17) years of service and through twenty-five (25) years of service - twenty-five (25) working days of vacation.

6. At twenty-six (26) years of service - twenty-six (26) working days of vacation.

7. In the final year of service, all employees will earn 1/12th of annual vacation for each month of service in their final year.

B. The Borough Administrator shall be charged with setting up a mandatory vacation schedule. Individual changes in said schedule will not be granted without written approval.

C. Earned vacations may not accumulate into subsequent calendar years without the approval of the Borough Administrator.

D. If there is a conflict regarding requested time and both employees submitted vacation schedules at the same time, seniority with the Borough will be the determining factor.

ARTICLE VI

CLOTHING ALLOWANCE

The following employees shall receive an annual clothing maintenance allowance for 1995, 1996 and 1997 of \$650.00 per annum:

Superintendent Public Works  
Assistant Superintendent Public Works  
Supervisor Sanitation  
Supervisor Water/Sewer Department  
Harbor Master  
Recreation Director

ARTICLE VII

LONGEVITY

A. Longevity pay is the percentage of the current annual base salary that shall be paid to each permanent, full-time employee on the following basis:

1. All permanent, full-time employees shall receive longevity pay effective as of the first day of the first full month of service after permanent appointment as follows:

On completion of:

Five (5) years of service	2% of base pay not including overtime
Ten (10) years of service	4% of base pay not including overtime
Fifteen (15) years of service	6% of base pay not including overtime
Twenty (20) years of service	8% of base pay not including overtime
Twenty-Five (25) years of service	10% of base pay not including overtime

2. Date of permanent appointment shall mean the effective date of regular appointment approved by the Department of Personnel of the State of New Jersey. Where no list has been established by the Department of Personnel and a provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointee is later approved as a regular appointment by the Department of Personnel. Years of service need not be continuous. Net time in a permanent, full-time appointment shall be used to arrive at the number of years of service.

## ARTICLE VIII

### OVERTIME

A. Employees covered by this agreement paid on an annual basis shall document hours worked in excess of 80 hours per two week work period, in writing, to the Borough Administrator for approval and if approved compensatory time shall be credited at a rate of time and one-half (1 1/2). Said compensatory time shall not accumulate beyond forty (40) hours on an annual basis. Said compensatory time may be taken on an hour by hour basis or may be added to vacation time. The Borough Administrator must be notified prior to the taking of any compensatory time.

B. If an employee is called in on off-duty hours, the Borough will guarantee a minimum of two (2) hours compensatory time at a rate of time and one-half ( 1 1/2). However, if this call-out is contiguous with the backside or the frontside of the employees regularly scheduled hours the employee will only earn compensatory time for the actual time worked at a rate of time and one-half (1 1/2).

ARTICLE IX

SALARIES

A. Salaries shall be increased at the following percentage rate for each year of this contract:

1995	3.75%
1996	3.50%
1997	3.50%

Salaries will be established by resolution each year, pursuant to the attached salary ordinance made a part hereof.

ARTICLE X  
INSURANCE PROTECTION

A. The Borough shall continue to provide and maintain all insurance coverage for the 1995 year.

B. Beginning January 1, 1996, the Borough of Belmar will only be required to purchase Hospitalization Coverage for all employees covered by this agreement, in the amount of the current HMO Rate. Any employee opting for coverage in excess of the current HMO rate will be required to contribute the additional monthly premium.

C. The Borough will purchase coverage provided by a Dental Insurance Plan.

D. The Borough will purchase coverage provided by a Prescription Insurance Plan.

E. For those employees who retire and who satisfy the eligibility requirements set by law which permit the Borough to assume the cost of providing post-retirement health insurance coverage for that employee (and his/her spouse) the Borough shall pay the cost for the post-retirement health insurance coverage.

F. The Borough shall enroll the employees in the State Plan for Temporary Disability Benefits Program (effective January 1, 1988.) The parties understand that under current law this plan is financed by the employer and each employee contributing 0.5 percent of each employees taxable wages.

G. The Borough shall provide each employee with an

eyeglass prescription and examination insurance plan at no cost to the employee.

H. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XI

PERSONAL DAYS

Each employee shall be granted three (3) personal days per annum which shall not be cumulative. Personal days shall accrue at the rate of one and one half (1 1/2) days per each six (6) month period.

ARTICLE XII  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

1. The term "grievance" as used herein means a dispute between parties over the interpretation, application or violation of policies, agreements and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement.

2. It is further understood that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further understood that this Grievance Procedure cannot be invoked to obtain any matter which the ASSOCIATION sought but could not obtain at the bargaining table during the negotiations that led to this

Agreement.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

(a) An aggrieved employee or the ASSOCIATION on behalf of an aggrieved employee or employees of the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render a decision as soon as possible but no later than ten (10) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the ASSOCIATION shall, in writing and signed, file his grievance with the Borough Administrator within three (3) days following the determination at Step One.

(b) The Borough Administrator shall render a decision in writing as soon as possible but not later than five (5) working days from the receipt of the grievance.

Step Three:

In the event the grievance has not bee resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Borough Council as a whole, who shall review the matter and make a determination as soon as possible but not later than fifteen (15) working days from the receipt of the grievance.

Step Four:

If the grievance is not settled through Steps One, Two and Three, either party shall have the right within fifteen (15) work days to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The costs for the services of the arbitrator shall be borne equally by the Borough and the ASSOCIATION. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Authority of the Arbitrator:

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and of the United States, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this

Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with findings of fact and reasons therefor, and shall be final and binding on the parties.

E. No response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step, upon written notice to the Borough Administrator.

F. Time limits may be extended by the parties by mutual written agreement.

G. The Borough reserves the right to file in writing a grievance on its behalf with the Representatives of the ASSOCIATION, which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference. In the event the Borough is dissatisfied with the aforementioned written determination, it may proceed to arbitration in accordance with the provisions of this Article.

H. The aggrieved employee has a right to be represented by an official of the Association in Steps, One, Two and Three above.

I. In the event the aggrieved party elects to pursue remedies available through the Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration

hearing shall be held until after the decision rendered by the Borough Council on the grievant. In the event the grievant pursues his remedies through the Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant.

ARTICLE XIII

COURT APPEARANCES

**Jury Duty and Witness Leave.**

All employees' covered by this Agreement shall be granted necessary time off without loss of pay when summoned to perform jury duty as prescribed by applicable law. In no event is any employee to be excused from work for more days than those of such duty performed. The employee shall notify the Borough immediately of the requirement for this leave and subsequently furnish evidence that he/she performed the duty for which the leave was required. The employee shall be permitted to keep all renumeration received when said employee performs jury duty.

ARTICLE XIV  
NONDISCRIMINATION

The Borough and the Association agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, Union membership or nonmembership, or legal association activity permitted herein. The parties further agree not to interfere with the right of employees to become or not to become members of the Association.

The Borough and Association agree that no one shall be subjected to harassment nor to abusive language, and that everyone shall be treated within the accepted standards of common decency, courtesy and respect. The Association recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the Unit without discrimination.

## ARTICLE XV

### ACCESS TO PERSONNEL FILES

Upon written request and with reasonable notice an employee shall be permitted to review and examine his/her personnel file in the presence of an appropriate representative of the Borough. Requests from the employee for copies of documents in the file shall be honored.

If any material, derogatory or adverse to the employee is placed in his/her personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of reasonable length for inclusion into the personnel file, to any derogatory or adverse memoranda or documents. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Borough in any disciplinary proceedings, grievance hearings or final evaluation report, will be given to the employee upon request. Derogatory or adverse material shall not be utilized in any disciplinary action after two (2) years from the date of the incident complained of in such material.

## ARTICLE XVI

### ASSOCIATION RIGHTS AND REPRESENTATIVES

#### A. Access to Premises

1. Association officials and duly authorized representatives (officers), whose names and identifications have been previously sent to and acknowledged by the Borough, shall be admitted to the premises of the Borough on Association business.

2. Association officials and representatives (officers) shall have the right to consult with employees in the bargaining unit. The Borough shall designate appropriate facilities for such meetings.

B. A maximum of two (2) members of the Association may comprise the negotiating team and shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during normal working hours.

C. Officers shall have the right to take action while on duty if an emergency situation arises concerning ASSOCIATION business. He/she shall request permission from his/her immediate supervisor to leave his/her post before any action is taken and such permission shall not be unreasonably withheld.

D. The Borough will provide space on the existing bulletin board in a central location for the use of the ASSOCIATION in posting notices concerning Association business and activities. The posting of said notices shall be under the control of the Association Representative.

ARTICLE XVII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII  
TERM AND RENEWAL

This Agreement shall be effective as of January 1, 1995 and shall remain in full force and effect up to and including December 31, 1997 and in any event shall continue in full force and effect until a successor agreement is reached.

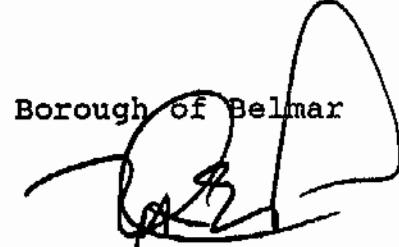
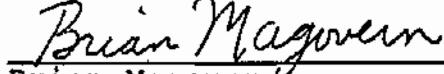
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Belmar, New Jersey on this 19<sup>th</sup> day of January, 1996.

Belmar Supervisors Association

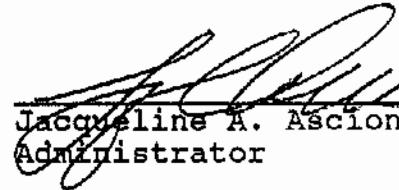


Edward McCormick

Borough of Belmar

  
Kenneth E. Pringle

Brian Magovern

  
Jacqueline A. Ascione,  
Administrator

Attest:

  
Charles F. Ormsbee, Jr., Borough Clerk